

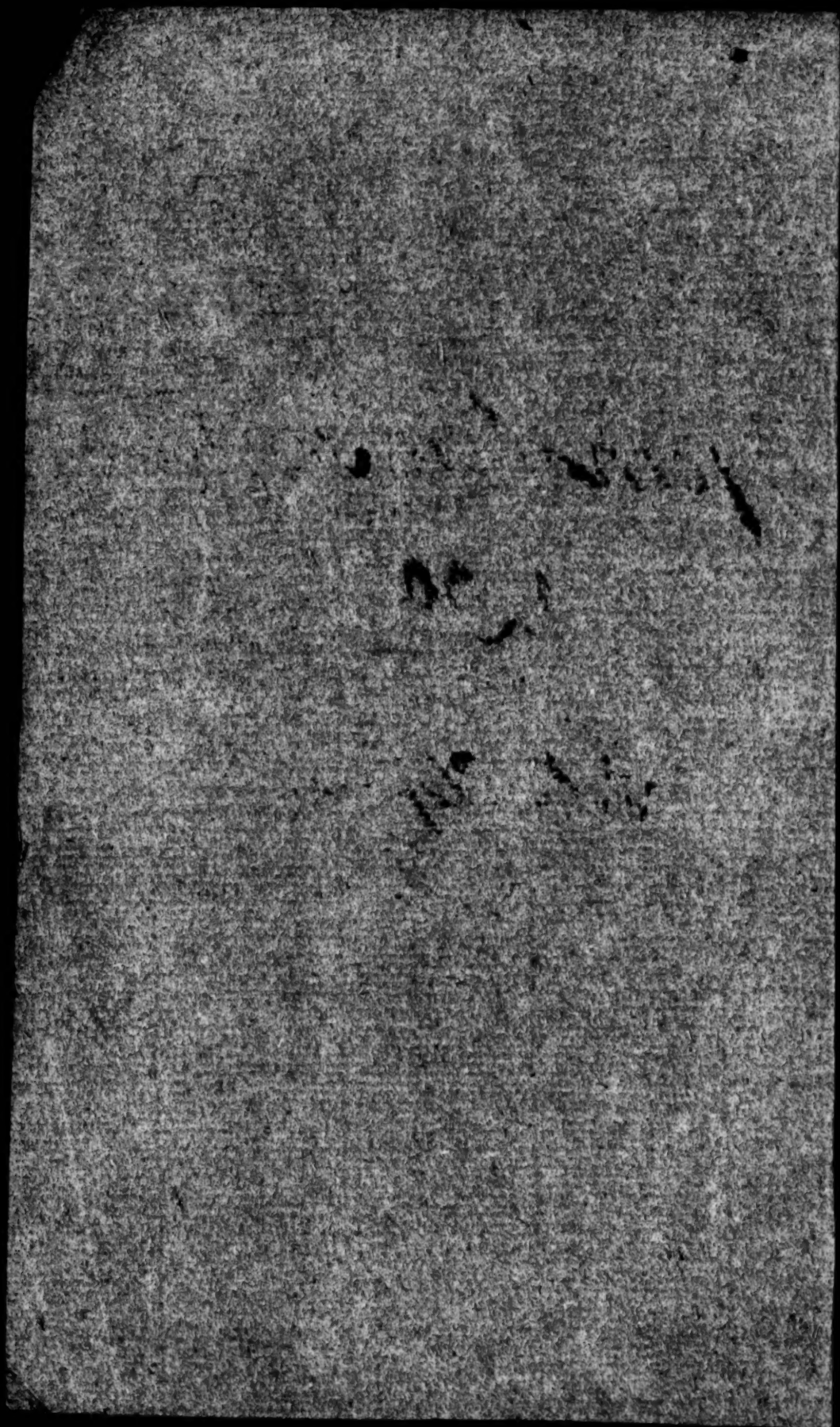
Yorkshire Tondine

1790

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John Clepman

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Jane Chapman - 1790
C O P Y 61829

OF THE

8288.a.194
Deed of Covenants,

FROM THE

TRUSTEES, DIRECTORS, and AGENT

OF THE

Yorkshire Tontine;

INCLUDING THE

RULES AND ARTICLES

ADOPTED BY THE

CONTRIBUTORS

FOR

ESTABLISHING AND REGULATING

The S A M E.



Y O R K:

PRINTED BY WILSON, SPENCE, AND MAWMAN.

Anno 1790.

[Price FOURPENCE.]



C O P Y

OF THE

DEED OF COVENANTS,

&c. &c. &c.

THIS INDENTURE of three parts,
made the twentieth day of August in
the year of our LORD one thousand
seven hundred and ninety, between SIR WIL-
LIAM MORDAUNT MILNER, of Nun-Apple- Parties.
ton, in the county of the city of York, ba-
ronet; SIR THOMAS TURNER SLINGSBY,
of Scriven, in the county of York, baronet;
HENRY DUNCOMBE, of Copgrove, in the
said county of York, esquire; and FRANCIS
FERRAND FOLJAMBE, of Aldwark, in the
same county, esquire, of the first part:—
NATHANIEL CHOLMLEY, of Howsham, in

the said county of York, esquire; THOMAS DAVISON BLAND, of Kippax Park, in the same county, esquire; SAMUEL FRANCIS BARLOW, of Middlethorpe, in the said county of the city of York, esquire; ALEXANDER HUNTER, of the city of York, Doctor of Physic; and the several other persons whose names are hereunto subscribed and seals set (Directors in the concerns of the Tontine herein after mentioned) of the second part:— and FREDERICK ATKINSON, of the said city of York, silk mercer, of the third part, WHEREAS many persons resident in the city of York aforesaid, and elsewhere, being persuaded of the benefit and utility of raising, by weekly contribution, a capital, to accumulate for the term of seven years, and afterwards to be divided in due proportion, have, in consequence of advertisements and proposals printed and published for that purpose in the York and other newspapers and in hand bills, signified their intention of becoming Contributors to a capital, to be raised and applied accordingly, under the name or title of THE YORKSHIRE TONTINE: AND WHEREAS a general meeting of such intended Contributors was held at the York Tavern, in the said city of York, on the first day of

Recital of
proposals
and meet-
ings for
establish-
ing the
Tontine.



July last past (pursuant to public advertisement) for the purpose of appointing Trustees, Directors, and an Agent, for transacting and superintending the concerns of the said Tontine, and of considering of, and determining upon, proper Rules and Articles for the management and regulation thereof, when the said SIR WILLIAM MORDAUNT MILNER, SIR THOMAS TURNER SLINGSBY, HENRY DUNCOMBE, and FRANCIS FERRAND FOLJAMBE, were appointed Trustees accordingly; and the said NATHANIEL CHOLMLEY, THOMAS DAVISON BLAND, SAMUEL FRANCIS BARLOW, and ALEXANDER HUNTER, together with RICHARD WOOD, the younger, of Hollin-Hall in the county of York, esquire; HENRY GRIMSTON of Sculcoates, in the said county, esquire; JOHN CARR, esquire; HENRY MYRES, esquire; WILLIAM SIDALL, esquire; THOMAS KILBY, esquire; THOMAS SMITH, esquire; THOMAS HARTLEY, esquire, and THOMAS WILSON, esquire, aldermen of, and resident in the city of York aforesaid; RALPH HOARE, of the said city of York, esquire; ROBERT SINCLAIR, of the same city, esquire; GEORGE TOWNEND, of the same city, esquire; the Rev. JOHN LOWE, vicar of Brotherton, in the said county of York; WILLIAM GRAY, the younger, JOHN TEL-

Trustees:

Directors:

Agent.

FORD, JOHN FOTHERGILL, RICHARD METCALFE, JAMES SUTTELL, WILLIAM CLARK, and WILLIAM HOTHAM, all of the said city of York, gentlemen, were at the said meeting appointed Directors, with a power to augment their number to thirty-one * at a meeting of Directors, to be held for the purpose at the said York Tavern, on or before the thirtieth day of September then next; and the said FREDERICK ATKINSON was at the said Meeting appointed Agent in the concerns of the said Tontine. AND WHEREAS at the said General Meeting of the said intended Contributors, a Draught of certain Rules and Articles, for the management and regulation of the concerns of the said Tontine, was submitted to the perusal and consideration of the persons there present; and at a further General Meeting of such Contributors as aforesaid, held at the said York Tavern, on the eleventh day of August instant (pursuant to such public advertisement as aforesaid) the said Draught of the said Rules and Articles was further considered and settled, and was then finally approved of and acceded to: which Rules and Articles, as so settled and approved, are in the words or to the effect following, that is to say;

I. That

* The names of the additional Directors will be found in p. 24

I. That the sum to be contributed and paid for each single share in the said Tontine, shall be sixpence weekly for the space of seven years, in case the person to be nominated by such Contributor shall so long live; but that any person or persons may be a Contributor, or Contributors, for any greater number of shares after the same rate and upon the like terms, and be intitled to a proportionate dividend of the capital at the time, and in manner herein after mentioned:

Amount
of weekly
contribu-
tion.

II. That no person shall be admitted a Contributor after the second day of October next; and that in case a sufficient specification, designation, or description, shall not at that time have been delivered in by any Contributor, or Contributors, of the life or lives nominated by him or them, the said specification, designation, or description, shall be completed in such time and manner as the Directors, at one of their Meetings, shall appoint; (of which appointment notice is to be given by the Agent;) and that the party omitting to complete the same within the time so appointed, shall thenceforth cease to be a Contributor, and shall forfeit all preceding payments made

Time and
mode of
admission
of Contribu-
tors.

by him or her, on account of the said Tontine, for the benefit of the rest of the Contributors thereto.

Days of
weekly
payment.

III. That the said weekly payments shall commence on Saturday the second day of October next, and shall continue to be made on Saturday in every succeeding week, between the hours of ten in the morning and seven in the evening, until the second day of October one thousand seven hundred and ninety-seven, when the same shall cease.

Mode of
weekly
payment.

IV. That the said weekly payments shall be made to the Agent, for the time being, of the said Tontine, at his office in York, or to such Deputies in the country as he shall from time to time appoint to receive the same; and that the Contributors may make such payments in advance, for a month, or quarter of a year, or any other length of time they shall think proper: A proportionable part of which payments in advance, shall be repaid or refunded to the Contributors thereof, or their legal Representatives, in case their Nominees shall die before the expiration of the time for which such payment shall be made; provided such deaths be proved to the satisfaction of the Directors,

tors previous to such refunding, and not later at the farthest than the second day of October one thousand seven hundred and ninety-seven.

V. That all persons becoming Contributors shall pay to the Agent, or his Deputies, an extra sum of one shilling for a single share, and of sixpence for each additional share, towards defraying the expence of preparing the instrument intended to carry these Articles into effect, and of Account-books, Register-books, Printing, Advertising, and such other charges, incident to the concerns of the said Tontine, as the Directors shall deem reasonable and proper; the surplus of which extra payments (if any) shall be added to the general fund for the benefit of the Contributors.

Entrance money.

VI. That the Contributors not resident in York, paying their weekly sums to Deputy Agents, shall pay an extra sum of sixpence, annually, on each share, as far as five shares inclusive, (but no farther) in consideration of being excused the trouble and expence of making such weekly payments in York, and in order to enable the principal Agent to make compensation to his Deputies for receiving and remitting the same.

Extra payments for country Agency.

VII. That

Registry of
Names.

VII. That the names, places of abode, and additions of the Contributors and their Nominees, shall be entered and numbered in a proper book, or books, to be kept for that purpose by the Agent; who shall, upon request, deliver or send a certificate under his hand to each such Contributor, containing the particulars of such entry, without making any charge for the same.

Capital to
be the pro-
perty of
the Con-
tributors.

VIII. That the capital stock, arising as hereafter mentioned from such contribution, and the accumulations of interest produced therefrom, shall be the property of such of the Contributors whose Nominees shall be living on the said second day of October one thousand seven hundred and ninety-seven, their Executors, Administrators, or Assigns, in respect only of the lives so by them nominated and then in existence, whether their own or those of any other person or persons; and shall be divided between or amongst them, *pro rata*, and in proportion to their several weekly contributions respectively.

Mode of
transfer-
ring shares

IX. That in order to regulate the transfer of shares in the Tontine, the respective Contributors may at any time or times before the
said

said second day of October one thousand seven hundred and ninety-seven, (in case the Nominee or Nominees of such Contributor or Contributors respectively shall be then living) by indorsement on their respective certificates, to be attested by two credible witnesses, and countersigned by the Agent for the time being or one of his Deputies, direct and authorise a transfer or transfers to be made of his, her, or their rights and interests respectively in the said Tontine; but on the same life or lives for which his, her, or their original contribution, or respective contributions was or were made. And that such certificate, and certificates so indorsed, witnessed, and countersigned respectively, shall within the space of three calendar months from such transfer, or within such farther time as the Directors, upon application, may think proper to allow, be delivered up to the Agent to be cancelled; and in lieu thereof a new certificate, under the hands of the Directors, or any five of them, and countersigned by the Agent, shall be forthwith granted to such Assignee, or Assignees respectively, which shall intitle such Assignee, or Assignees, to all the benefit and interest in the said Tontine of the respective Assignor, or Assignors: And that the particulars

ticulars of such assignment, or assignments, shall be entered in a book, to be kept for that purpose by the Agent, who shall be paid sixpence for every such new certificate, to be applied for the purposes mentioned in the Fifth Article.

Renewal
of certifi-
cates.

X. That in case any such certificate, or certificates, as aforesaid, should be lost, burnt, or destroyed, it shall be lawful for the Directors, or any five of them, at any of their quarterly meetings, to sign, and direct the Agent for the time being also to sign and deliver new certificates in lieu of those so lost, burnt, or destroyed; which new certificates shall to all intents and purposes be effectual, and supply the place of those so lost, burnt, or destroyed. And for each such new certificate the Agent shall be intitled to receive from the Contributor requiring the same, the sum of one shilling, to be applied for the purposes mentioned in the Fifth Article.

Nominees
when pro-
posed to be
resident in
Great Bri-
tain.

XI. That no person shall be a Nominee in the said Tontine, unless resident within the kingdom of Great Britain at the time of his or her nomination.

XII. That

XII. That any Contributor, his or her Executors, Administrators, or Assigns, suffering his or her weekly payments to be in arrear for one calendar month or longer, shall, in respect of each share, for the first month forfeit the sum of sixpence, and for the second month the sum of one shilling; to be applied for the purposes mentioned in the fifth article. And in case any such weekly share shall be in arrear three calendar months or longer, the party so in arrear shall (unless the Directors expressly order the contrary for some special cause) be excluded the benefit of the said Tontine and the capital belonging thereto, and shall have no title or claim to the money already paid by him or her into the fund of the said Tontine,

Arrears of
contribu-
tions.

XIII. That the Agent of the said Tontine shall on Monday in every week, until the second day of October one thousand seven hundred and ninety-seven, lodge in such bank or banks as the Directors shall from time to time approve of, the amount of the sums received by him in the week preceding, whether arising from weekly payments, or payments made in advance; first deducting therefrom the reasonable expences (if any) of the Trustees

Weekly
lodgment
in the
bank.

Trustees and Directors, and the returns of advance-money payable in consequence of the deaths of Nominees, and shall take a receipt for the same, which shall be his discharge; but that he shall nevertheless inquire after the due investment thereof, and of the dividends arising upon the capital in the purchase of stock, as hereafter mentioned, and call for the receipts given upon every such purchase, which shall be lodged with someone of the Directors, to be nominated by the rest: And in failure or omission of such investment, the Agent shall forthwith call a special meeting of the Directors, and report the same to them for their consideration and order thereupon.

Monthly
purchase
of stock.

XIV. That the weekly sums, so placed in the hands of the Bankers, shall be regularly invested in the purchase of stock in some of the public funds (to be from time to time approved of by the Directors) once in every month, or as near thereto as the times of the shutting up the Transfer-books will admit of: And that such Bankers or Agents resident in London, as the Directors shall from time to time approve of, shall be authorized to receive the dividends arising from the stock to be purchased as aforesaid,

said, and shall forthwith invest such dividends in the purchase of additional stock in such public funds as the said Directors shall order or approve of, until the time hereafter appointed for selling out the capital, or as near thereto as may be; in order that the sums contributed as aforesaid, and the produce thereof, may become an accumulating fund for the benefit of the parties interested.

XV. That all purchases of stock on account of the said Tontine, shall be made in the joint names of the Trustees for the time being, in trust for the Contributors and parties interested; that the said Trustees shall from time to time sign a declaration or acknowledgment of such trust respecting the stock so purchased, when requested by the Directors or the Agent, by their order, so to do; and shall also upon the like request execute powers of Attorney for accepting transfers of the stock to be purchased as aforesaid, and for receiving the dividends thereon; and that when the time shall arrive for selling out the capital stock of the said Tontine the said Trustees shall execute a power or powers of Attorney for that purpose, to such persons only as a majority of the Directors, by writing

Office of
the Trustees.

writing under their hands, shall appoint. But that the said Trustees, in the execution of these powers, shall not be answerable or accountable for the acts or defaults of any Director or Directors, or of any Banker or Agent acting in the concerns of the said Tontine, under the authority of them, the said Trustees, or otherwise; nor the one of them, the said Trustees, for the others or other of them, or for the acts, receipts, or defaults of the others or other of them,

Appoint-
ment of
new Trustees.

XVI. That in case of the death, refusal, or incapacity to act of any of the said Trustees, a successor shall be appointed in his stead at the then next quarterly meeting of the Directors; provided not less than sixteen be present at such meeting, and that a majority of those so present concur in such appointment; and so from time to time upon every subsequent vacancy in the said trust through any of the causes aforesaid. And that every new Trustee so appointed shall, as soon afterwards as conveniently may be, have a transfer made to him jointly with the remaining Trustees, of the stock then purchased, and shall become invested with the same powers as were possessed by the Trustee so

so dying, refusing, or rendered incapable to act; provided such new Trustee enter into a covenant with the Directors for the due execution of his trust, to the same purport and effect as the covenant herein after contained from the present Trustees.

XVII. That the Directors for the time being shall consist of thirty-one in number, and shall have the general direction and superintendence of the concerns of the said Tontine; for which purpose they shall meet at the office of the said Tontine, or such other place or places in York as they shall from time to time think proper, once every three months or oftener, if thereto required by any two or more of them, or summoned upon special business by the Agent, at which meetings five or more of the said Directors shall be a sufficient number to act, except in the particular cases herein otherwise provided for. And that in case of the death, refusal, or incapacity to act of any of the Directors, the others, or other of them, shall, at their then next quarterly meeting, (provided not less than nine be present at such meeting, and that a majority of those so present concur therein,) elect and appoint any

Office of
Directors
and ap-
pointment
of new
ones.

B

other

other person or persons, being a Contributor or Contributors to the said Tontine, to fill up the vacancy occasioned by such death, refusal, or incapacity to act; which Director, or Directors, so appointed, shall be invested with the same powers hereby given to the Director, or Directors, in whose place he or they shall be chosen; provided such new Director, or Directors, do enter into the covenant contained in these presents, or into some other similar covenant for the due execution of the said powers.

Expences
of Trustees
and Directors
to be paid,
and they
to be in-
demnified.

XVIII. That all reasonable expences of the Trustees and Directors, in the execution of the powers reposed in them as such, shall be paid out of the fund of the said Tontine, but without any recompence to them for their trouble; and that they shall respectively be indemnified out of the said fund against all actions, suits, damages, and expences, which may be brought against, or sustained by them, or any of them, on account of their, or any of their, acting in and executing the powers and trusts hereby reposed in them.

XIX. That

XIX. That the Agent for the time being to the said Tontine, shall register as before mentioned the names and places of abode of the several Contributors and their Nominees, and sign and issue certificates thereof; and shall, by himself or his Deputies, receive all the weekly and other contributions to the said Tontine, and keep an account of the receipt and application of the same, and of all other monies received by him for the use of the said Tontine. That he shall likewise summon and attend the meetings of the Directors and register the transactions thereof, and shall have his accounts ready for their inspection at every quarterly meeting, or oftener, if required by any five of the said Directors: Also, that he shall take upon him the care and trouble of getting in and receiving the claims of the parties interested, previous to a division of the capital of the said Tontine, and of carrying on such correspondence as may be requisite for having the same duly ascertained and substantiated; and shall transact every other matter required by the tenour of these Articles to be done or attended to by him in the said capacity of Agent.

Office of
Agent.

B 2

XX. That

Security
from the
Agent.

XX. That the Agent for the time being shall give such security for the due discharge of his office, and for the faithful application of the money received by him or his Deputies, on account of the said Tontine, as the Directors at a meeting shall think proper; and that all such Deputy Agents shall be appointed by such Principal Agent for the time being, who shall be responsible for all their acts.

Dismissal
of Agent.

XXI. That the Agent for the time being shall be liable to be discharged from his office for neglect or misconduct therein, at a special meeting of the Directors, to be called by any five or more of them by public advertisement at least fourteen days before the same shall be held; provided not less than sixteen Directors be present at such meeting; and a majority of those so present concur in agreeing to such discharge.

Compensation to
Agent.

XXII. That to enable the Agent to get in and ascertain the claims of the parties interested, the capital stock of the said Tontine shall not be sold until the expiration of six months from the said second day of October one thousand seven hundred and ninety-seven, and, in consideration of his trouble as
Agent,

Agent, he shall be entitled to, and shall receive to his own use, the clear amount of half a year's dividend on the total sum to be so invested; to be paid or allowed to him out of the produce of the capital stock of the said Tontine when sold. And that, in case of the death, discharge, or incapacity of MR. FREDERICK ATKINSON the present Agent, before the completion of such his Agency, the Directors shall forthwith meet, and appoint another Agent in his stead; and in such case the sum so intended as a compensation to the Agent, shall be divided between such succeeding Agent and the said FREDERICK ATKINSON, or his legal representatives, in such proportions as the Directors at a meeting shall appoint: due regard being had upon such division, on the one hand, to the extraordinary trouble of the said FREDERICK ATKINSON on the commencement and establishing of the said Tontine; and, on the other hand, to the extraordinary trouble which may arise to his successor on closing the business thereof and dividing the capital. And that in case of the death, discharge, or incapacity of any such future Agent, a successor to him shall be appointed in like manner, and the same rule of

apportioning the compensation for Agency shall be observed by the Directors, as nearly as may be.

Division
of capital.

XXIII. That the capital stock of the said Tontine shall be sold, and the produce divided amongst the parties entitled thereto, upon or as soon as may be after the second day of April one thousand seven hundred and ninety eight: or in case the transfer-books of any fund wherein the said capital stock shall happen to be placed shall be shut on that day, the sale of the stock in such fund shall be made previous to the shutting up of the said transfer-books. And that betwixt the times of the sale and division of the said capital of the said Tontine, the produce thereof shall be lodged in such Bank or Banks, or other place or places, for safe custody, and be drawn out in such manner as the Directors, or the major part of them, shall, by writing under their hands, order and direct.

Identifi-
cation of
claimants
on general
division.

XXIV. That in order to prevent any mistakes or impositions which may happen at the time the capital shall be payable, the respective persons claiming a share or shares therein

therein, shall signify the same to the Agent within six months from the said second day of October one thousand seven hundred and ninety-seven, in case such Claimants and their Nominees be resident in Great Britain, or within twelve months from that day if such Claimants or their Nominees shall be beyond the seas; and that each such Claimant shall, at his or her expence, within the respective times aforesaid, prove the identity and existence of the life or lives by him or her nominated, and also his or her own identity, (in case such Claimant or Claimants shall not be his or her own Nominee) by a certificate signed by the Minister or Church-Wardens, or any five reputable Householders of the township or parish where each such Nominee or Claimant may then respectively reside, and likewise by authentic copies of parish registers, and by oath before a Justice of the Peace or a Master Extraordinary in Chancery, or by such of the said ways or means as the Directors at a meeting shall require: And such additional proof shall be adduced in the case of persons beyond the seas as shall be required by the Directors at such meeting. And that the share or shares in the said Tontine not so claimed and ascertained

within the respective times aforesaid, shall, at the expiration thereof, be divided amongst the other Contributors, or their legal representatives, whose Nominees were alive on the said second day of October one thousand seven hundred and ninety-seven, unless the said Directors, or the major part of them then assembled, shall upon consideration think fit to allow farther time for making good such doubtful claims.

Reciting
appoint-
ment of
additional
Directors.

AND WHEREAS at a meeting of Directors of the said Tontine, held at the said York Tavern on the eighteenth day of August instant, for the purpose of augmenting their number to thirty-one, pursuant to the power in that behalf given at the said first general meeting of Contributors, JEROM DRING, of the city of York aforesaid, esquire, WILLIAM FEARNE, of the same city, Doctor of Physic, WILLIAM BLUITT, esquire, Alderman of the same city; THEOPHILUS DAVYE GARENCIERES, ANTHONY THORPE, GEORGE TELFORD, and WILLIAM MILLS, all of the said city of York, gentlemen, were duly chosen and appointed additional Directors of the said Tontine,
making

making in the whole the said number of thirty one Directors.

NOW THIS INDENTURE WITNESSETH, That for the further and better confirming and establishing the said several Rules and Articles, (already approved of and acceded to by the several Contributors to the said Tontine as aforesaid) and for carrying the same into execution, the said SIR WILLIAM MORDAUNT MILNER, SIR THOMAS TURNER SLINGSBY, HENRY DUNCOMBE, and FRANCIS FERRAND FOLJAMBE, do for themselves severally, and for their several Heirs, Executors, Administrators, Acts, and Deeds; and not jointly, or the one of them for the others or other of them, or for the Heirs, Executors, Administrators, Acts, or Deeds, of the others or other of them, covenant, promise, declare, and agree, to and with the said NATHANIEL CHOLMLEY, THOMAS DAVISON BLAND, SAMUEL FRANCIS BARLOW, and ALEXANDER HUNTER, their Executors, Administrators, and Assigns by these presents, that all, and every, the sum and sums of money which shall be laid out, and invested in manner aforesaid, in the purchase of stock, in the names of them

Intent of
the present
Deed.

Covenant
from the
Trustees.

them, the said Sir William Mordaunt Milner, Sir Thomas Turner Slingsby, Henry Duncombe, and Francis Ferrand Foljambe, or any of them, shall be and remain upon the trusts, and for the intents and purposes herein before expressed and declared concerning the same, and upon no other trust, and for no other intent or purpose whatsoever: And also that they, the said Sir William Mordaunt Milner, Sir Thomas Turner Slingsby, Henry Duncombe, and Francis Ferrand Foljambe, shall and will respectively, in all things, well and faithfully execute the several trusts and powers committed to them as aforesaid, according to the true intent and meaning of the said recited Rules and Articles and of these presents. And the said NATHANIEL CHOLMLEY, THOMAS DAVISON BLAND, SAMUEL FRANCIS BARLOW, ALEXANDER HUNTER, and the several other persons, parties hereto of the second part, do for themselves severally, and for their several Heirs, Executors, Administrators, Acts, and Deeds, and not jointly, or the one of them for the others or other of them, or for the Heirs, Executors, Administrators, Acts, or Deeds, of the others or other of them, covenant, promise, and agree, to and with the said

Covenant
from the
Directors.

SIR

SIR WILLIAM MORDAUNT MILNER;
 SIR, THOMAS TURNER SLINGSBY, HENRY
 DUNCOMBE, and FRANCIS FERRAND FOL-
 JAMBE, their Executors, Administrators, and
 Assigns by these presents, that they, the said
 Nathaniel Cholmley, Thomas Davison Bland,
 Samuel Francis Barlow, Alexander Hunter,
 and the said several other Covenanters, parties
 hereto of the second part, shall and will respec-
 tively, in all things, well and faithfully execute
 the several powers and authorities committed
 to them as aforesaid, as Directors in the con-
 cerns of the said Tontine, according to the true
 intent and meaning of the said in part recited
 Rules and Articles, and of these presents. And
 the said FREDERICK ATKINSON doth hereby
 for himself, his Heirs, Executors, and Admini-
 strators, covenant, promise, and agree, to and
 with the said NATHANIEL CHOLMLEY, THO-
 MAS DAVISON BLAND, SAMUEL FRANCIS
 BARLOW, and ALEXANDER HUNTER, their
 Executors, Administrators, and Assigns, that
 he, the said Frederick Atkinson, shall and
 will, in all things, diligently and faithfully exe-
 cute the said office of Agent in the concerns
 of the said Tontine, according to the true in-
 tent and meaning of the said in part recited
 Rules and Articles and of these presents; and
 particu-

Covenant
 from the
 Agent.

particularly shall and will, from time to time, truly and faithfully account for and pay over, for the use and benefit of the said Tontine and of the Contributors thereto, in the manner herein before mentioned, all and every sum and sums of money which shall be received by or come to the hands of him, the said Frederick Atkinson, in the said capacity of Agent, or of his Executors or Administrators, or which shall be received by or come to the hands of all or any of the Deputy Agents appointed, or to be appointed by him, the said Frederick Atkinson, or who shall act under his authority in the concerns of the said Tontine, their Executors or Administrators respectively; and also that he, the said Frederick Atkinson, his Heirs, Executors, Administrators, and Assigns, shall and will from time to time, and at all times hereafter, well and effectually save harmless, and keep indemnified, the Trustees and Directors of the said Tontine for the time being, and also the several Contributors thereto, each and every of them, their each and every of their Heirs, Executors, Administrators, and Assigns, off from and against all Actions, Suits, Payments, Losses, Costs, Damages, Charges, and Expences whatsoever, which shall or may
arise

arise, happen or be occasioned to, or be sustained by them, the said Trustees, Directors, and Contributors, or any of them, by reason of any neglect or default of him, the said Frederick Atkinson, his Executors or Administrators, or of any Agent or Agents deputed by, or acting under, him as aforesaid, or of the Executors or Administrators, of such Agent or Agents respectively in the due accounting for, and payment of, the several sums of money so received by him or them, or coming to his or their hands, or in respect of any other matter arising in the course of such Agency; IN WITNESS whereof the parties to these presents have hereunto set their hands and seals, the day and year first above written.



